

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
EVANSVILLE DIVISION

VINCENT MOODY,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CAUSE NO: 3:20-CV-112
	)	
FORESIGHT ENERGY LLC, and	)	
SITRAN, LLC.	)	
	)	
Defendants.	)	

**COMPLAINT AND DEMAND FOR JURY TRIAL**

**I. NATURE OF THE CASE**

1. This is an action brought by Plaintiff, Vincent Moody ("Moody"), by counsel, against Defendants Foresight Energy, LLC and Sitran, LLC. ("Defendants"), for violating the Americans with Disabilities Act ("ADA"), as amended, 42 U.S.C. § 12101 *et seq.*

**II. PARTIES**

2. Moody is a citizen of the United States, the State of Indiana, and, at all times relevant to this litigation resided within the geographical boundaries of the Southern District of Indiana.

3. Defendants are both corporations that maintains office and conduct business in the Southern District of Indiana.

**III. JURISDICTION AND VENUE**

4. Jurisdiction is conferred on this Court over the subject matter of this litigation pursuant to 28 U.S.C. §1331 and 42 U.S.C. § 12117.

5. Defendants are an “employer” as that term is defined 42 U.S.C. § 12111(5)(A).

6. At all times relevant to this action, Moody was an “employee” as that term is defined by 42 U.S.C. § 12111(4).

7. Moody is a “qualified individual with a disability” as defined by the Americans with Disability Act, 42 U.S.C. §§ 12102(2) and 12111(8) and/or Defendants knew of Moody’s disability and/or Defendants regarded Moody as being disabled.

8. Moody exhausted his administrative remedies by timely filing a Charge of Discrimination against Defendant with the Equal Employment Opportunity Commission and files this complaint within ninety (90) days of receipt of his Notice of Right to Sue.

9. A substantial part of the events, transactions, and occurrences concerning this case arose in the geographical environs of the Southern District of Indiana; therefore, venue is proper in this Court.

#### **IV. FACTUAL ALLEGATIONS**

10. Moody began working for the Defendants in or around February 2017 and he most recently worked as an Equipment Manager/Operator.

11. At all times relevant, Moody met or exceeded Defendants’ legitimate performance expectations.

12. Defendants are joint employers and or Defendant Foresight dominated the employee relations of Defendant Sitran.

13. Moody is disabled as that term is defined by the ADAAA and/or Defendants regarded Moody as disabled. Moody's disability affects his major life activities of sitting and lifting, but he is able to perform the essential functions of his position with or without an accommodation. Defendants were aware of Moody's disability as he had taken a medical leave for his disability beginning in or around June 2019.

14. Because of his disability, Moody was placed on restrictions by his physician that limited his sitting and lifting. Moody provided the restrictions to Defendants and asked for a reasonable accommodation. Moody provided all medical documentation that the Defendants requested.

15. Upon information and belief, there was a position that Moody was able to perform that kept him within his restrictions. In fact, in August 2019, Defendants returned Moody to work in August 2019 in a position that accommodated his restrictions but within days, it put Moody back off of work.

16. Despite this, Defendants refused to accommodate Moody's disability and instead terminated his employment on October 1, 2019 without reason.

17. Defendants discriminated against Moody on the basis of his disability.

18. Similarly-situated non-disabled individuals have been treated more favorably than Moody.

**V. LEGAL ALLEGATIONS**

**COUNT I – DISABILITY DISCRIMINATION**

19. Paragraphs one (1) through eighteen (18) of Moody's Complaint are hereby incorporated.

20. Defendants violated Moody's rights as protected by the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* by subjecting him to disparate treatment and terminating his employment because of his actual or perceived disability.

21. Defendants' actions were intentional, willful and in reckless disregard of Moody's rights as protected by the ADA.

22. Moody has suffered and continues to suffer harm as a result of Defendants' unlawful actions.

**VI. REQUESTED RELIEF**

WHEREFORE, Plaintiff, Vincent Moody, by counsel, respectfully requests that this Court find for Plaintiff and:

1. Reinstatement Plaintiff to the position, salary and seniority level he would have enjoyed but for Defendants' unlawful employment actions, or award him front pay in lieu thereof;

2. Pay Plaintiff's lost wages and benefits;

3. Pay to Plaintiff compensatory damages, damages for emotional distress and payment of uncovered medical bills and/or insurance premiums,

4. Pay to Plaintiff punitive damages;
5. Pay to Plaintiff pre- and post-judgment interest;
6. Pay Plaintiff's costs and attorney fees incurred in litigating this action;  
and,
7. Provide any further equitable relief this Court sees fit to grant.

Respectfully submitted,

/s/ Lauren E. Berger

Lauren E. Berger, Atty. No. 29826-19

Kyle F. Biesecker, Atty. No. 24095-49

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**DEMAND FOR JURY TRIAL**

The Plaintiff, Vincent Moody, by counsel, respectfully requests a jury trial for all issues deemed triable by jury.

Respectfully submitted,

/s/ Lauren E. Berger

Lauren E. Berger, Atty. No. 29826-19

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